

## RFP Questions and Clarifications Memorandum

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**To:** Vendors Responding to RFP Number 3489 for Statewide Voice and Data Cellular Service for the State of Mississippi

**From:** David L. Litchliter

**Date:** September 19, 2006

**Subject:** Responses Submitted to Questions and Clarifications to Specifications

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The following questions were submitted to ITS and are being presented as they were submitted, except to remove any reference to a specific vendor. This information should assist you in formulating your response.

**Question 1:** 6.2.3 Maps for future build out over the 5 to 9 year period. Can we make an exception that the maps we provided for the RFP may be subject to change, depending on many circumstances such as zoning permits, the ability to get permission from City and County officials and other criteria that may change?

**Response:** Vendor may take exception indicating that maps are subject to change. However, we would like the maps to be as accurate as possible.

**Question 2:** 6.2.4 The Maps that you are requesting, do you want them to show the carriers own network only or would you like the coverage maps to include other carriers networks that the carrier has agreements with?

**Response:** If vendor will rely on these agreements to provide coverage of the State, it will be beneficial to include these coverage maps as well.

**Question 3:** 6.2.4.2 Separate maps for multiple technologies. Are you asking for data & voice maps or are you asking for EVDO & 1X (where data speeds are different) maps?

**Response:** We are asking for both. We want separate maps for voice and data and we want to see various speeds or technology for the data.

**Question 4:** 6.2.4.3 Are you looking for County maps with each sheet containing groups of Counties or are you looking for maps of each County on a separate sheet showing towers and coverage?

**Response:** While maps of each county will be welcomed, maps with groups of counties will be accepted.

**Question 5:** 6.2.4.3.1 When you say coverage including signal strengths. Will a color coded map with color showing strength on the map with the color designating in building and outside coverage be acceptable?

**Response:** ITS has been mandated by the State Legislature through the Wireless Communications Commission to seek usable statewide coverage for voice and data cellular service. Coverage is important to the WCC. Vendors may use whatever method needed to provide documentation as to their usable coverage statewide.

**Question 6:** 6.2.6.7 When you say the COW would become a command center for state agencies and entities, do you mean we would provide the COW at the States command center that the state has provided?

**Response:** As an example of what we are seeking: After Hurricane Katrina, State agencies needed ready communications and work space. The Communications on Wheels that we envision includes communications (in this case, cell phones with a mobile tower) and some work space. It may be housed on a semi or a bus.

**Question 7:** 6.3.4.4 Explain what “mechanism” is in place by the State. What is required by vendor for the state to be able to re-bill agencies and entities for these services?

**Response:** ITS has an in-house billing system that will take call detail records from the vendor, process them, rate them, and generate an invoice to our customers. The requirements for the call detail records are found in Section VII, item 11.

**Question 8:** 14.6 Vendor shall provide instructions, both pre-recorded and printed, on the use of the services. What is meant by Pre-recorded?

**Response:** Subscribers should be able to receive pre-recorded instructions via their cellular device. For example, a subscriber should be able to get pre-recorded instructions detailing how to change the voice mail password.

**Question 9:** Is there a standard application that is used to obtain either of the bonds (Proposal Bond or Performance Bond)?

**Response:** Vendors should contact their bank, Surety Company, or insurance company regarding the forms required to apply for the bonds.

**Question 10:** Is the performance bond supposed to cover the amount of the contract or a mutually agreed upon amount, how can you determine the cost of the bond so you can include the price with the RFP proposal? Along with this, if the bond is to cover the entire contract period—is this the 5 initial only and then the 2-2 year renewal periods separately?

**Response:** ITS suggests using the data provided in Section VII, item 6.3 as a basis for determining the amount of the performance bond. The performance bond will be for the initial contract period of five (5) years.

**Question 11:** 6.2.4.3.1 Would it be beneficial to the State to have vendors provide a true RF coverage map showing -87 signal strength verses basing coverage on bars due to varying conditions, standards and signal strengths on different handsets?

**Response:** Vendors should provide a coverage map that will clearly document their coverage. Vendors may provide a true RF coverage map if they believe that will most clearly document their coverage.

**Question 12:** 6.2.6 In regards to natural disasters, I would suggest the State ask vendors to furnish information in regards to backup generators and tower loading specifications. What percentage of the sites has backup generators and what are average sizes of the fuel tanks at these sites?

**Response:** The intent of 6.2.6 is for vendors to indicate how they can best serve State agencies in the event of a disaster, such as Hurricane Katrina or in the case of some other catastrophic event such as an explosion or train derailment.

In responding to 6.2.7, Vendors are encouraged to provide as much information as possible to show their preparedness for a disaster. Information such as back up generators, tower loading, etc. may be part of the disaster preparedness (recovery) plan.

**Question 13:** Should Push to Talk be a required minimum standard?

**Response:** Assuming that this question was related to the previous question regarding priority access and disaster recovery, it is up to the vendor to indicate how such services will be provided. In some cases, State agencies will have cellular service in place, but will need priority access to the network. Access and coverage during disaster recovery are more important than the technology/methodology used to place a call.

**Question 14:** In regard to Section II, item 13.2, many State agency employees wish to discuss this RFP during sales calls with carriers. Has the State made its employees aware that discussing this RFP with Vendors is prohibited?

**Response:** Each individual State employee has not been notified as to the RFP. This particular item, which is part of the RFP boilerplate, generally refers to agencies for which we are procuring services. The intent is that all information is funneled through a single communications link. Vendors will receive the same information by doing so. Vendors receiving questions regarding this RFP should refer those questions to Paula Conn, the technology consultant assigned to the project. This referral is particularly important in light of the law passed during the 2006 Legislative Session which restricts wireless use.

**Question 15:** In Section III, item 26.1, it States, “The Vendor must arrange a toll-free number for all other calls.” What other calls is ITS referring to?

**Response:** As part of an evaluation process for Vendor Proposed Professional Services, ITS may interview Vendor personnel. If these personnel are outside the continental United States, the Vendor must provide a toll-free number for ITS to call for the interview.

**Question 16:** In Section III, item 27, ITS asks vendors to provide information on working in different roles with unspecified other vendors. It is difficult to evaluate this requirement without specific information. Can the ITS provide specific information on who the other vendors are and how the cellular vendor might be asked to work with them? Will ITS rule out the possibility of other wireless carriers or telecommunications companies being considered as other vendors as described by ITS?

**Response:** There are no specific projects defined at this time. The State could acquire the services of a third party for Contract/Project Management on this Statewide Cellular project. The state cannot “rule out” the possibility.

**Question 17:** In Section III, item 29, is it a correct understanding that this provision does not bar awarded Vendors from giving the State as a reference to other prospective customers?

**Response:** Vendors should have written permission prior to giving the State as a reference. Otherwise, Vendors are not barred from giving the State as a reference.

**Question 18:** In Section III, item 30, it States, “The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.” What existing contracts is ITS referring to? Does this refer to the Vendors’ EPL contracts only or other agreements as well?

**Response:** This item may not be applicable to this project. It is part of the RFP boilerplate information. In the case of a turnkey project, we may elect to procure equipment from an existing contract rather than having another vendor provide that item.

**Question 19:** In Section IV, item 13.2, it States, “Vendor may be required to submit electronically all invoices for goods and services...” Is the State referring to electronic data interface (EDI)? If invoices are available through a secure Internet site where the State may retrieve them, would this meet the requirement?

**Response:** The Mississippi Department of Finance and Administration (DFA) requested that this item be added to the RFP boilerplate. DFA anticipates in the future expanding the payment engine to include acceptance of electronic invoices. The vendor will be required to "push" the invoice to the State's payment engine when this is implemented.

**Question 20:** In Section IV, item 32, ITS included requirements for a Virtual Private Network (VPN). Does the State currently have a CISCO VPN? Does the State intend that all awarded carriers will access the same VPN?

**Response:** This item references those instances where a vendor may need to access the ITS network. We do not believe that this requirement is applicable to this RFP.

**Question 21:** Section IV, item 37, includes information about the State’s option to require a Performance Bond/ Irrevocable Bank Letter of Credit. Performance Bonds are typically used with construction contracts and are not used with service agreements to provide wireless communications service.

- A.) Will the State agree that this requirement does not apply to this RFP?
- B.) If not, please explain the purpose of the Performance Bond and provide specific details regarding what events could trigger the State’s request for payment under the bond.
- C.) Since the State indicates in Section VII, item 6.3.3 that the State will not make any guarantees as to volume of minutes used or dollars to be spent, how is a Vendor to determine the value of a contract for the purpose of quoting a premium price for a Performance Bond?

**Response:** ITS often requires Performance Bonds for procurements of both services and products.

- A.) This requirement does apply to this RFP.
- B.) As an example, the Performance Bond may be pulled if the Vendor has indicated complete coverage statewide, but in fact does not provide coverage in a three county area.
- C.) Reference the response to Question 10.

**Question 22:** In Section VII, item 5.1, it States, “Vendor must have a primary office location in the Jackson metropolitan area.” Would an office location where the Account Manager assigned to the State’s account is based meet this requirement?

**Response:** An office location where the Account Manager assigned to the State’s account is based will marginally meet this requirement.

**Question 23:** In Section VII, item 5.5.3, the requirement States that the Network Engineers will “assist with design and planning for changes to the network...” and “...be available at any time to the State.” Does the State envision that they will have input into network design and planning? Please clarify what constitutes “available at any time”.

**Response:** The State works with Network Engineers of various providers when there are network problems or issues to be resolved. Our various network providers currently provide the State direct access to the Network Engineers to obtain this assistance. The State envisions working with the Network Engineers to resolve issues such as extended downtime or blockage as well as potential issues with cellular data transmission.

**Question 24:** In Section VII, item 6.2.3, it States, “The State anticipates this primary Vendor will build-out its cellular network to include coverage of the entire State. Vendors should indicate in this item a schedule, even a tentative one, for building-out their cellular network (both voice and data) Statewide.”

- A.) Is it the State’s understanding that not all vendors have licenses from the Federal Communications Commission that cover all of the State of Mississippi, that such licenses are required before any carrier can build out coverage, and that such licenses are not easily or quickly obtained?
- B.) Is it the State’s intention to exclude vendors from doing business with the State who do not have licenses for the entire State of Mississippi?
- C.) Does the State understand that network build out plans are extremely sensitive confidential and proprietary information, the disclosure of which could hurt a vendor’s competitive standing?
- D.) Does the State understand that network build out plans are protected as a trade secrets by most, if not all, carriers and may be exempted from disclosure to third parties under the Mississippi Public Records Act?
- E.) Please provide a break down of the location of State offices and the number of State employees and cellular service voice and data lines by location (or by county or zip code).

**Response:**

A.) The State is cognizant that licenses are required. The State anticipates that cellular Vendors have plans currently in place to expand coverage in the State and, in turn, have plans in place to acquire such licenses. The RFP indicates that we are aware that no single Vendor currently provides statewide coverage. We acknowledge that while the directive of the Legislature through the WCC is to move to a single vendor, we may have to award multiple contracts.

B.) It is not the intent of the State to exclude Vendors from conducting business with the State. Per State statute, through the competitive process

the State may set standards for services and products to be used. As an example, the resulting contract from RFP 3000 set CISCO as the standard for routers in the State. Recently, the resulting contract from RFP 4000 continued this product as the standard. Additionally, if a Vendor offers a product or service that is required by the State and is not provided by a contracted Vendor, the State reserves the right to purchase outside the contract.

- C.) The evaluation team will be required to sign confidentiality agreements prior to receiving copies of the RFP responses. Open records requests would not be entertained until after the award of the RFP and contract negotiations are completed. If an open records request for a particular Vendor's response is received, that Vendor will be notified and given time to petition for a court injunction. The following link will detail the ITS Public Records Procedures:  
<http://www.its.state.ms.us/its/ProcMan.nsf/0/5F5DCAF239A7794786256C1A0080025D?OpenDocument>
- D.) In addition to the response to C.) above, the State does respect the "trade secrets" of responding Vendors. Vendors should include information documenting an item is a trade secret.
- E.) As stated in the RFP (see 6.3.2), the State does not possess historical data regarding minutes of usage. This lack of data extends to the number of cellular voice and data lines. The WCC expects the award of this RFP to provide historical data in the future. Vendors should keep in mind while one purpose of this RFP is to control cellular expense; the other is to provide affordable cellular service to State employees who require such services in the performance of their jobs. There may be employees who do not currently have cellular service but do have a need while other employees may no longer require the cellular services they now have.

There are State offices of some type in each of the 82 counties in Mississippi. Since this RFP will also be available to governing authorities, it is difficult to determine exactly how many offices or cellular voice/data lines will be used.

**Question 25:** In Section VII, the State has included both requirements for "priority access" in item 6.2.6 and also requirements for "Wireless Priority Service (WPS)" in item 6.2.6.6. Are these requirements different ways of asking for the same thing? If not, please explain and clarify the difference between priority access and WPS.

**Response:** The requests are separate, though perhaps related. Priority access is defined as giving State authorities, in times of emergency, access to a Vendor's network ahead of the general public.

The following information about WPS is from the National Communications Systems ([www.ncs.gov](http://www.ncs.gov)) website:

**“Wireless Priority Service (WPS)** is a White House-directed National Security/Emergency Preparedness (NS/EP) [National Communications System \(NCS\)](#) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call-by-call priority basis. The NCS executes the program on behalf of the Executive Office of the President. Only individuals in NS/EP **key** leadership positions are authorized use of WPS.

The NCS provides the day-to-day administration of the WPS.

**Question 26:** In Section VII, item 6.2.6.7, it States, “The COW would become a command center for State agencies and entities in an emergency where normal communications channels have been destroyed or greatly lessened.” A COW is a cell site on wheels that does not include office or work space. Please clarify what is meant by using the COW as a command center.

**Response:** The State is interested in a Vendor’s willingness to provide Communications on Wheels as described. Please see the response to question 6.

**Question 27:** In Section VII, item 6.2.8, it States, “The State encourages partnerships or consortia with intentions of providing a Statewide enterprise solution.”

- A.) Does the State understand that the exchange of information between carriers may subject them to anti-trust action or justice department review?
- B.) Is the State prepared to assist a vendor consortia with financial and legal resources in the event of anti-trust action, justice department review, or other legal consequences of such partnerships or consortia?

**Response:**

- A.) In our research of other states’ RFPs and resulting contracts, we found that several states were using consortia to provide their statewide service. One cellular company was the manager of the contract, but multiple vendors were providing services. The State is not requiring Vendors to form partnerships or consortia. The intent of the statement was to indicate our willingness to consider such an option.
- B.) No. If Vendors elect to form a partnership or consortium, they do so at their own risk.

**Question 28:** In Section VII, item 6.3.2, the State indicates that it spent approximately \$3 million for cellular service in FY 2005. Please provide any historical data on the number of wireless voice and data lines that the State currently uses or has used.

**Response:** Please see the response to question 24.

**Question 29:** In Section VII, item 6.3.3, it States, “Note that the State will not make any guarantees as to volume of minutes used or dollars to be spent.” Further, the State’s RFP includes requirements for guaranteed low prices (Exhibit A Contract, item 4.6), free basic (Section VII, item 6.3.8.9) and replacement phones (Section



VII, item 6.3.8.9.3), and Service Level Agreements with penalties (Exhibit A Contract, Article 8).

- A) Please define “basic phone”.
- B) Carriers have substantial up front costs in providing coverage and free phones and the State’s requirements present substantial financial risk. Would the State be willing to reconsider providing minimum line or revenue guarantees to awarded vendors?

**Response:** A.) Cellular vendors have traditionally offered a basic phone at no additional charge with customer packages. A basic phone changes over time, but by basic we mean that the phones has no special features. The phone varies based upon the vendor’s current offering. The following phones are currently “free” on the websites of most of the vendors attending the mandatory vendor conference: LG C2000, Audiovox 8910, Nokia 6030, LG VX3450, i275, or Samsung SCH-A645 (\$1.00).

B.) Just as the State does not guarantee the EPL vendors any business, the State cannot guarantee any usage as a result of this RFP. As indicated in the RFP, during the 2006 Legislative session, a statute was passed which limited State employees (other than MEMA) to a single wireless device. Agencies must also document the necessity of any wireless device used. The effect of this limitation is unknown at this time.

**Question 30:** In Section VII, item 6.3.4.1, the State asks for a Flat Rate Plan. The Cost Information Submission sheet in Section VIII does not provide any space for a monthly access charge. Is it the State’s desire that the Flat Rate Plan have no monthly access charge?

**Response:** Our definition of a flat rate plan, as stated in the RFP, is a cost per minute, with no minimum or maximum usage and no monthly access charge. During our research, we found states that had such a plan.

**Question 31:** In Section VII, item 6.2.4.3 and item 6.2.4.3.1, the State requires that vendors provide degree of coverage as “number of bars (signal strength)”.

- A.) Does the State understand that the number of bars shown on a cellular phone in a particular location will vary by model of phone and cannot be used as an objective comparison of coverage?
- B.) Does the State understand that signal strength measurement in a particular location can change from hour to hour and one day to another because cellular service is a radio technology and that signal strength, voice service and clarity are impacted by customer equipment, weather, topography, and other environmental considerations associated with radio technology?

**Response:** Cellular coverage and expenditures concern the State of Mississippi Legislature. Even those legislators who would eliminate State use of cellular service acknowledge there is a need in some situations. Our request in the RFP for coverage documentation in various forms is an effort to ensure that coverage is

provided for those employees who need cellular service to effectively perform their jobs.

The State is aware that coverage may vary by phone model. We are aware that some technologies “breathe” and that you can stand in one spot having coverage one moment and no coverage the next. However, it behooves the Vendors to document coverage by every means possible, including where signal strength is known to be weak.

**Question 32:** In Section VII, item 6.3.5.1.2, the State requires that, “Vendor must submit summary information to ITS. This information will be listed by agency and/or entity...”

- A.) Does the State understand that carriers are subject to Federal and State laws and regulations requiring carriers to keep confidential the Customer Proprietary Network Information (CPNI) of its customers and that providing the State with the required summary information for non-State agencies may violate such laws and regulations?
- B.) Will the State agree to delete these requirements, if any violate the CPNI rules?

**Response:**

A.) The information requested in this item is no different than the information currently requested in the EPL and provided by Vendors, although the format may be different. Further, we have not requested information from non-state entities. If a governing authority (as defined by State statute) elects to use the resulting contract, they are subject to the regulations of the contract, including provision of information to ITS as manager of the contract.

B.) The State does not intend to delete the requirement for summary reports of those using our contract, to be managed by ITS. If the Vendor believes that we have asked for information that violates the CPNI rules, Vendor should take exception and document those rules in the response.

**Question 33:** In Section VII, item 6.3.7.5, the State wants vendors to provide “current average transmission delay (in seconds) for PTT service.” Please define average transmission delay and indicate how this is measured.

**Response:** The transmission delay would occur from the time that a caller presses the talk button and speaks until the called person/device receives the transmission. The delay should be expressed in seconds.

**Question 34:** In Section VII, item 6.3.8.4, it States, “Charges for outgoing calls made within the State boundary line but picked up by out-of-State towers will not be accepted.” Typically it is an advantage to customers making calls near State boundaries that their call can be completed through an out-of-State tower with a stronger signal when an in-State tower with a weaker signal cannot complete the call.

- A.) Since the State does not wish to be charged for such calls, is it acceptable to the State for a carrier to block completion of any call on out-of-State towers?
- B.) Will the State agree that the blocking of such calls will not be counted as a blocked call for the purposes of calculating the Network Service Level Agreements?
- C.) Alternatively, will the State agree to delete this requirement?

**Response:** The State will not delete this requirement. The State will agree that as long as this call is billed exactly as an instate call (no roaming, no long distance and at the instate rate), the call may be billed. Calls may not appear on the bill that are older than two billing cycles. If the Vendor cannot make this guarantee, Vendor should take exception to the item and fully explain why.

**Question 35:** In Section VII, item 6.3.8.9.1.1, the State is requiring, “Phone supporting digital and analog service, such as a tri-mode or quad band phone.”

- A.) Does the State understand that FCC rules requiring carriers to support analog service will be phased out during the next few years and likely before the end of the 5-year term of the agreement resulting from this RFP?
- B.) As we move closer to the time when analog service is phased out, it is likely that phone manufacturers will no longer manufacture equipment supporting analog service. Will the State agree to accept dual-band equipment that only supports digital service as the industry standard changes?

**Response:**

A.) The State is aware that analog service is being phased out. We are also aware that in certain locations of the State (e.g., Grand Gulf) only an analog phone provides needed service. Vendors should state in item 6.3.8.9.1.1 if they will guarantee that digital service will be provided in such locations at the time analog service is phased out.

B.) As manager of the contract, ITS will continually monitor the trends in cellular service, both voice and data. In addition, we view our resulting contract (or contracts) as a partnership with the awarded Vendor(s). This partnership will address items such as those in this question. Obviously if analog service is no longer available, the State will have no choice at that time but to accept digital service (or another emerging technology).

**Question 36:** In Section VII, item 6.4.6, the State is requiring services including, “E-mail using push technology”. Please provide information on whether or not any State agencies currently have this service and how the services are provided (for example, using a BlackBerry Enterprise Server).

**Response:** Vendors should keep in mind that this RFP is for the future not just for current replacement. At least one university and ITS currently use Blackberry Servers to “push” out emails. Other agencies may be using this or other technology.

**Question 37:** In Section VII, item 6.4.12, there is a cross reference to item 6.3.11.16. We have not been able to find in the RFP an item 6.3.11.16. Is this the correct cross reference? If so, on what page is it found?

**Response:** The appropriate reference is 6.3.8.14.

**Question 38:** In Section VII, item 12.8, the RFP refers to facilities provided by the vendor for use by the State of Mississippi. We have not seen other references in the RFP to providing the use of facilities to the State. Please clarify what facilities you are referring to and for what purpose they would be provided to the State.

**Response:** This item deals with fraudulent calls. The facilities are the network services the Vendor provides to the State.

**Question 39:** In Section VII, item 12.10 it states in reference to fraud monitoring, “Other parameters such excessive length of calls may be established after bid award.” Fraud monitoring software may be limited or not allow customization. Since the State will not allow vendors to add exceptions after the RFP response has been submitted, we wish to review all requirements before submitting a proposal. Please specify any other factors that the State wishes to include in fraud monitoring or consider deleting this requirement.

**Response:** Other factors may include calls to areas of known fraud, such as area code 809, international calls (excluding any phone on which the State has allowed international calls), multiple calls at the same time, or any call listed in item 6.3.8.12. The State reserves the right to include other factors.

**Question 40:** In regard to Section VII, item 14.3, many State agencies have contracts in place with the existing EPL Cellular Vendors. Is it a correct understanding that State agencies will be required to transition from EPL Cellular Vendors to the primary, secondary, or tertiary awarded vendors resulting from this RFP?

**Response:** Contracts with EPL Vendors in accordance with the EPL should not exceed one year. If a current EPL Vendor is one of the awarded Vendors of RFP 3489, that Vendor will be expected to transition clients to the new contract with no termination liability. The State will honor the contracts that are in place for any EPL Vendor who is not awarded a contract as a result of RFP 3489. The exception will be in those cases where the termination charge will be less than the savings realized from transitioning. At the conclusion of their contracts, State agencies will be required to transition from EPL Cellular Vendors to the primary, secondary, or tertiary awarded Vendors resulting from this RFP.

**Question 41:** In Section VII, item 14.6 included with requirements for the Vendor Web Page, it States, “Vendor shall provide instructions, both pre-recorded and printed, on the use of the services.” Please clarify what is meant by “pre-recorded”.

**Response:** Item 14.6 is a requirement under subsection 14, not under 14.5 Vendor Web Page Requirements. Please see response to question 8.

**Question 42:** A.) Is it a correct understanding that vendors are expected only to include any exceptions to Exhibit A, the Standard Contract with their response (in Section V, Proposal Exception Summary Form), but are not required to return the completed Standard Contract with their RFP response?  
B) Is it a correct understanding that the terms and conditions of the Standard Contract are subject to negotiation after award?

**Response:** A.) Vendors do not have to include a copy of the standard contract with their response. Any exceptions must be clearly labeled in the Exception Summary and the exception clearly defined.  
B.) While some terms and conditions of the Standard Contract are subject to negotiation after award, some terms and conditions are not, particularly those set by State statute. Please note Section I, Submission Cover Sheet & Configuration Summary states, "...signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form....Vendors who sign below may not later take exception to any point during contract negotiations."

**Question 43:** If questions, concerns and objections from the Vendors cause ITS to revise sections of the RFP, will the State re-issue the RFP with new submission deadlines?

**Response:** ITS and the Wireless Communications Commission does not anticipate any revisions to any sections of the RFP and, therefore, do not plan to reissue the RFP with a new proposal deadline.

**Question 44:** When a State agency is determining whether to contract with a primary, secondary, or tertiary awarded Vendor, is coverage the only factor to be considered or are services, reliability and data speeds also criteria that can be used?

**Response:** If service for a particular phone is available from the primary Vendor, the State agency may be required to utilize the primary Vendor. Generally the primary Vendor will be providing service for an agency in its entirety. However, if coverage is not available in a particular area, or if a required service such as WPS is not available from the primary Vendor, coverage will not be the only factor to be considered. Services, reliability, data speeds and cost will all factors to be considered.

**Question 45:** In section IV, Legal & Contractual Information, subsection 36, paragraph #3 (p.20 of the RFP): ITS has outlined their project schedule in Section 7, subsection

3 of this RFP, and has indicated in the project schedule that contract negotiations are slated for a 30 day period. Please clarify the requirement listed in subsection 36, paragraph #3, which states that if Vendor “fails to execute a contract within 15 working days after the Vendor’s initial receipt of the project contract.” Will ITS please extend the 15 day requirement to 30 working days?

**Response:** For the purposes of RFP 3489, we believe that negotiations may take longer than 15 days. Therefore, we have slated 30 days for contract negotiations. Also note the last sentence of subsection 36, paragraph #3: “...unless an extension is agreed to by ITS.” If a Vendor is negotiating in good faith, ITS may continue negotiations beyond the 30 days.

**Question 46:** In section IV, Legal & Contractual Information, subsection 36 (p.19 & 20 of the RFP): Is the Vendor correct in assessing that the Vendor will not be required to forfeit the security (proposal bond) should delays occur that are outside of the Vendor’s control, including but not limited to, any delays caused by ITS?

**Response:** The RFP provides 30 days for contract negotiations. As stated in response to question 45, if a Vendor is negotiating in good faith, ITS may continue negotiations beyond the 30 days. Vendors would not forfeit the proposal bond in this case.

**Question 47:** Section VII, Technical Specifications, subsection 14.1, Price Redetermination (p.57 of the RFP): Will ITS accept products and services offerings submitted by the vendor outside of the formal redetermination periods. If so, please explain the preferred process.

**Response:** Vendors will be allowed to update their catalogs semi-annually (6.3.8.14.1.3). The State reserves the right to add new services at any time.

**Question 48:** Section VII, Technical Specifications, subsection 14.5, Other Requirements (p.58 of the RFP): Will ITS please change the web page requirement from “within 30 days of contract award” to within 60 days of contract award?

**Response:** The State will agree to 30 days from contract execution.

**Question 49:** Section VII, Technical Specifications, subsection 15, Implementation Plan (p.59 of the RFP): Will ITS acknowledge and accept that all implementation plan schedules are subject to delays outside of the Vendor’s control and agree that no liability, etc, will be claimed for such delays that result in missed implementation milestones as presented in this section?

**Response:** The plan to be submitted with the response to the RFP should be general but realistic in nature. In other words, don’t say it will take two days to convert 200 phones if you know it will take two weeks. Once a contract is awarded, working

with ITS, an implementation plan will be submitted that will be firm, with some leeway for items outside of the control of the Vendor and/or the State.

**Question 50:** Section VII, Technical Specifications, subsection 15.5, Implementation Plan (p.60 of the RFP): Does ITS require the project plan to be submitted with the Vendor's proposal?

**Response:** See the response to question 49.

**Question 51:** Section VII, Technical Specifications, subsection 15.6, Implementation Plan (p.60 of the RFP): Does ITS expect to have a mutually agreed upon implementation plan available prior to contract execution date and if so, please explain the preferred communication process between Vendor and ITS during the plan's development.

**Response:** A detailed implementation plan is typically the first deliverable under the contract and, once agreed to by both parties, becomes part of the contract. Once a contract is awarded, working with ITS, an implementation plan will be submitted that will be firm, with some leeway for items outside of the control of the Vendor and/or the State. Implementation will not begin until a contract is executed; however, waiting until the contract is executed to begin working on the implementation plan simply delays the project and any savings the State will realize.

**Question 52:** Exhibit A Standard Contract, Article 4, Section 4.2: Will ITS be providing a list of Agencies and/or Universities authorized to order directly from this Vendor? If not, what is the preferred method the Vendor should use to distinguish authorized from unauthorized Agencies or Universities?

**Response:** ITS will work with the Vendors to provide a list of entities eligible to order directly from the Vendor. Vendors will be provided with a contact at ITS to call if in doubt.

**Question 53:** Exhibit A Standard Contract, Article 4, Section 4.6: In competitive procurements in which there is price competition, the competitive market determines the price for service. Given that this is a competitive acquisition, [Vendor] believes that it is inappropriate to include a most-favored customer clause. Will ITS delete the requirement from this procurement?

**Response:** Vendor should take exception if they believe this is inappropriate. Follow the instructions found in Section V, Proposal Exceptions.

**Question 54:** Exhibit A Standard Contract, Article 6, Section 6.7: Will ITS please modify this requirement to read "...within 24 hours of receipt of written notification by ITS." Additionally, will ITS add the following language: "This requirement is not applicable to unauthorized or incomplete requests submitted by ITS or the approved entity contact."

**Response:** Vendor should take exception to the language of the article, clearly doing so in the Exception Summary. ITS may consider negotiating this language if Vendor is awarded a contract.

**Question 55:** Exhibit A Standard Contract, Article 6, Section 6.13 and Article 10: In consideration of this Vendor's billing systems and data reporting mechanisms, will ITS please change the required due date of the 10<sup>th</sup> day of each month to the 30<sup>th</sup> day of each month?

**Response:** Vendor should take exception to the 10<sup>th</sup> day of the month and clearly state the date of the month to which vendor is willing to contractually commit.

The State realizes that responses to these questions may generate additional questions. Vendors may submit additional questions related to this response document until Thursday, September 21, 2006, at 3:00 p.m. (Central Time).

RFP responses are due Tuesday, October 17, 2006, at 3:00 p.m. (Central Time).

If you have any questions concerning the information above or if we can be of further assistance, please contact Paula Conn at 601-359-4411 or via email at Paula.Conn@its.state.ms.us.

cc: File 36270